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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 NATIONSTAR MORTGAGE LLC

14 CASE NO. 2:18-cv-03041-DSF
15 (RAOx)

16 Plaintiff,

17 JUDGE: Hon. Dale S. Fischer
18 CTRM.: 7D

19 PATRICK JOSEPH SORIA, an
20 individual; et al.

21 **STIPULATION AND
22 PROTECTIVE ORDER RE:
23 PRIVILEGED INFORMATION
24 AND MATERIAL ON SORIA
25 CELL PHONE AND AT
26 WELLWORTH PROPERTY**

27 Defendants.

28 ACTION FILED: April 11, 2018

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1 **IT IS HEREBY STIPULATED** by and between the parties to this Action
2 Plaintiff, Nationstar Mortgage LLC (“Nationstar”), Permanent Receiver, Robb
3 Evans & Associates LLC (the “Receiver”), and Defendant, Patrick Joseph Soria
4 (“Soria”) (collectively, the “Parties”), by and through their respective counsel of
5 record, that in order to facilitate the exchange of information and documents
6 located on Soria’s cell phone (produced to the Permanent Receiver in September
7 of 2018) and/or located at 10809 Wellworth Avenue, Los Angeles, California
8 90024 (the “Wellworth Property”) which may be subject to confidentiality
9 limitations on disclosure due to federal laws, state laws, privacy rights, and/or
10 privilege the Parties stipulate as follows:
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12 1. In this Stipulation and Protective Order, the words set forth below
13 shall have the following meanings:

14 a. “Proceeding” means the above-entitled proceeding (Case No.
15 2:18-cv-03041 DSF (RAOx)).

16 b. “Court” means the Hon. Dale S. Fischer or any other judge to
17 which this Proceeding may be assigned, including Court staff participating in such
18 proceedings.

19 c. “Designating Party” means the Party that designates
20 Documents, Testimony, or Information, as defined below, as “Privileged.”

21 d. “Disclose” or “Disclosed” or “Disclosure” means to reveal,
22 divulge, give, or make available Documents, or any part thereof, or any
23 information contained therein.

24 e. “Documents” means (i) any “Writing,” “Original,” and
25 “Duplicate” as those terms are defined by California Evidence Code Sections 250,
26 255, and 260, which have been produced in this Proceeding by any person or
27 entity, and (ii) any copies, reproductions, or summaries of all or any part of the
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1 foregoing located on Soria's cell phone and/or located at the Wellworth Property,
2 as set forth above, production of which has been compelled by the Court

3 f. "Information" means the content of Documents.

4 g. "Privileged" means any Document protected by attorney-client
5 privilege, work product privilege, and/or the privilege against self-incrimination,
6 and/or any other applicable privilege.

7 2. With respect to information and documents that may be located at the
8 Wellworth Property, the Parties agree as follows:

9 a. The Receiver is authorized by the Court to take custody,
10 control, and possession of all assets, documents, and data located at the Wellworth
11 Property which it believes in good faith to be under the control of either Patrick
12 Soria or the Receivership Defendants.

13 b. Upon visiting the Wellworth Property, and prior to the
14 Receiver's taking possession of any assets, documents, and data it deems
15 appropriate, Leech Tishman Fuscaldo & Lampl, Inc. ("Leech Tishman"), Soria's
16 counsel of record, shall prepare an inventory of all assets, documents, and data to
17 be seized by the Receiver. A copy of the inventory shall be provided to the
18 Receiver.

19 c. Leech Tishman shall receive a copy of all documents and data
20 seized by the Receiver. Leech Tishman is responsible for all costs related to
21 copying any seized documents and data.

22 d. The Receiver agrees it will not begin review of seized
23 documents and data until either: (a) Soria's counsel agrees; or (b) the Court
24 orders/allows such review. Leech Tishman shall inform the Receiver of any
25 privileged documents or data that the Receiver should not review. In any event, the
26 Receiver may begin review of non-privileged documents and data beginning two
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1 weeks after the Parties visit the Wellworth Property and the Receiver takes
2 possession of any assets, documents, and data, unless otherwise ordered by the
3 Court.

4 3. The Designating Party shall have the right to designate as “Privileged”
5 any Documents or Information that the Designating Party in good faith believes to
6 be Privileged. Such Privileged Documents or Information will be withheld from all
7 other Parties, including Nationstar and the Receiver. If Privileged Documents or
8 Information that were obtained from either Soria’s cell phone or the Wellworth
9 Property are currently in possession of Nationstar and the Receiver as of the date
10 this Order is executed, such Documents or Information will be deemed to have
11 been produced inadvertently and Paragraph 3 will apply.

12 4. The inadvertent production of any “Privileged” information by any of
13 the undersigned Parties or non-Parties to the Proceedings of any Document in this
14 Proceeding shall be without prejudice to any claim that such item is “Privileged”
15 and such Party shall not be held to have waived any rights by such inadvertent
16 production. In the event that any Document that is subject to a “Privileged”
17 designation is inadvertently produced without such designation, the Party that
18 inadvertently produced the document shall give written notice of such inadvertent
19 production within twenty (20) days of discovery of the inadvertent production,
20 and describe the basis for the “Privileged” designation. Upon receipt of such
21 Inadvertent Production Notice, the Party that received the inadvertently produced
22 Document shall promptly destroy the inadvertently produced Document and all
23 copies thereof, or, if demanded by the producing party, at the expense of the
24 producing Party, return the original and all copies of such Document, to counsel
25 for the producing Party. Should the receiving Party choose to destroy such
26 inadvertently produced “Privileged” Document, the receiving Party shall notify
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1 the producing Party in writing of such destruction within ten (10) days of receipt
2 of written notice of the inadvertent production. This provision is intended to apply
3 to any inadvertent production of any Document which is Privileged. In the event
4 that this provision conflicts with any applicable law regarding waiver of privilege
5 through the inadvertent production of Documents, such law shall govern.
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7 5. In the event that counsel for a Party receiving Documents designated
8 as "Privileged" objects to such designation with respect to any or all of such
9 items, said counsel shall advise counsel for the Designating Party, in writing, of
10 such objections, the specific Documents to which each objection pertains, and the
11 specific reasons and support for such objections (the "Designation Objections").
12 Counsel for the Designating Party shall have thirty (30) days from receipt of the
13 written Designation Objections to either (a) agree in writing to de-designate
14 Documents pursuant to any or all of the Designation Objections and/or (b) file a
15 motion with the Court seeking to uphold any or all designations on Documents
16 addressed by the Designation Objections (the "Designation Motion"). Pending a
17 resolution of the Designation Motion by the Court, any and all existing
18 designations on the Documents at issue in such Motion shall remain in place. The
19 Designating Party shall have the burden on any Designation Motion of
20 establishing the applicability of its "Privileged" designation. In the event that the
21 Designation Objections are neither agreed to nor timely addressed in a
22 Designation Motion, then such Documents shall be de-designated in accordance
23 with the Designation Objections applicable to such material.
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25 6. Any Party to the Proceeding (or other person subject to the terms of
26 this Stipulation and Protective Order) may ask the Court, after appropriate notice to
27 the other Parties to the Proceeding, to modify or grant relief from any provision of
28 this Stipulation and Protective Order.

1 7. If any person subject to this Stipulation and Protective Order who has
2 custody of any Privileged Documents receives a subpoena or other process
3 (“Subpoena”) from any government or other person or entity demanding
4 production of Privileged Documents, the recipient of the Subpoena shall promptly
5 give notice of the same by electronic mail transmission, followed by either express
6 mail or overnight delivery to counsel of record for the Designating Party, and shall
7 furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the
8 Designating Party may, in its sole discretion and at its own cost, move to quash or
9 limit the Subpoena, otherwise oppose production of the Privileged Documents,
10 and/or seek to obtain privileged treatment of such Privileged Documents from the
11 subpoenaing person or entity to the fullest extent available under law. The recipient
12 of the Subpoena may not produce any Documents, pursuant to the Subpoena prior
13 to the date specified for production on the Subpoena. Nothing in this paragraph
14 shall apply to any subpoena or process or other request for documentation wherein
15 notification to the Designating Party would violate any law, regulation, order or
16 would otherwise violate any governmental entity’s requirement for confidentiality
17 and/or non-disclosure of or in their investigation/proceedings, or would disregard
18 any governmental entity’s request for confidentiality and/or non-disclosure of or in
19 their investigation/proceedings.

21 8. Nothing in this Stipulation and Protective Order shall be construed to
22 preclude any Party from asserting in good faith that certain Privileged Documents
23 require additional protection. The Parties shall meet and confer to agree upon the
24 terms of such additional protection.

25 9. If, after execution of this Stipulation and Protective Order, any
26 Privileged Documents submitted by a Designating Party under the terms of this
27 Stipulation and Protective Order is Disclosed by a non-Designating Party to any
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1 person other than in the manner authorized by this Stipulation and Protective
2 Order, the non-Designating Party responsible for the Disclosure shall bring all
3 pertinent facts relating to the Disclosure of such Privileged Documents to the
4 immediate attention of the Designating Party. Nothing in this paragraph shall
5 apply to any disclosure wherein notification to the Designating Party would violate
6 any law, regulation, order or would otherwise violate any governmental entity's
7 requirement for confidentiality and/or non-disclosure of or in their
8 investigation/proceedings, or would disregard any governmental entity's request
9 for confidentiality and/or non-disclosure of or in their investigation/proceedings.
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11 10. This Stipulation and Protective Order is entered into without prejudice
12 to the right of any Party to waive the applicability of this Stipulation and Protective
13 Order to any Privileged Documents or Information designated by that Party. If the
14 Designating Party uses Privileged Documents or Information in a non-privileged or
15 non-confidential manner, then the Designating Party shall advise that the
16 designation no longer applies.

17 11. Unless otherwise stated in this Stipulation and Protective Order, or
18 otherwise permitted or ordered by the Court, Privileged Documents or Information
19 cannot be used by any Party (except for the Designating Party) for any purpose,
20 whether related to this Proceeding or otherwise.

21 12. This Stipulation and Protective Order shall continue to be binding
22 after the conclusion of this Proceeding and all subsequent proceedings arising from
23 this Proceeding, except that a Party may seek the written permission of the
24 Designating Party or may move the Court for relief from the provisions of this
25 Stipulation and Protective Order. To the extent permitted by law, the Court shall
26 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective
27 Order, even after the Proceeding is terminated.
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1 13. Upon written request made within thirty (30) days after the
2 settlement or other termination of the Proceeding (for purposes of this Section
3 13, “termination of the Proceeding” shall mean resolution of this matter by
4 settlement, dismissal or judgment (after appeal, in the event any party wishes to
5 appeal such dismissal or judgment), regardless of whether the Receivership is still
6 in place), the undersigned Parties shall have thirty (30) days to either (a)
7 promptly return to counsel for each Designating Party all Privileged
8 Documents or Information and all copies thereof, (b) agree with counsel for the
9 Designating Party upon appropriate methods and certification of destruction or
10 other disposition of such Privileged Documents, or (c) as to any Documents or
11 other Information not addressed by sub-paragraphs (a) and (b), file a motion
12 seeking a Court order regarding proper preservation of such Materials.
13 Notwithstanding anything to the contrary herein, the Receiver’s obligations under
14 this paragraph shall terminate for all purposes thirty (30) days after entry of an
15 order discharging the Receiver. To the extent permitted by law the Court shall
16 retain continuing jurisdiction to review and rule upon the motion referred to in
17 sub-paragraph (c) herein.

19 14. After this Stipulation and Protective Order has been signed by counsel
20 for all Parties, it shall be presented to the Court for entry. Counsel agree to be
21 bound by the terms set forth herein with regard to any Privileged Documents that
22 have been produced before the Court signs this Stipulation and Protective Order.

23 15. The Parties and all signatories agree to be bound by this Stipulation
24 and Protective Order pending its approval and entry by the Court. In the event that
25 the Court modifies this Stipulation and Protective Order, or in the event that the
26 Court enters a different Protective Order, the Parties agree to be bound by this
27 Stipulation and Protective Order until such time as the Court may enter such a
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1 different Order. It is the Parties' intent to be bound by the terms of this Stipulation
2 and Protective Order pending its entry so as to allow for immediate production of
3 Privileged Documents under the terms herein.

4 16. This Stipulation and Protective Order may be executed in
5 counterparts.

7 **STIPULATED AND AGREED:**

9 DATED: October 26, 2018 HALL GRIFFIN LLP

12 By: /s/ Jered T. Ede
Howard D. Hall
Jered T. Ede
Timothy A. Burnett
Jane M. Kutepova
Cheyenne S. Schneider
13 Attorneys for Plaintiff
14 NATIONSTAR MORTGAGE LLC

18 DATED: October 26, 2018 BARNES & THORNBURG LLP

21 By: /s/ Gary Owen Caris
Gary Owen Caris
22 Attorneys for Permanent Receiver
23 ROBB EVANS & ASSOCIATES LLC

1 DATED: October 26, 2018

2 LEECH TISMAN FUSCALDO & LAMPL,
3 INC.

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5 By: /s/ Eric J. Wu
6 Philip A. Toomey
7 Eric J. Wu
8 Attorneys for Defendant
9 PATRICK JOSEPH SORIA

10 I, Eric J. Wu, hereby attest that all other signatories to this Stipulation,
11 and on whose behalf it is submitted, concur in its content and have authorized its
12 filing. I make this attestation pursuant to Local Rule 5-4.3.4.

13 Dated: October 26, 2018

14 /s/ Eric J. Wu
15 Eric J. Wu